

AMENDMENT TO AGREEMENT FOR
WABASH LANDING PARKING GARAGE
PREVENTATIVE MAINTENANCE AND REPAIRS 2012

The Redevelopment Commission for the City of West Lafayette, (hereinafter referred to as the "City" or "RDC"), and **Building Services, Inc.** (hereinafter referred to as "Building Services" or "Contractor"), under the Agreement entitled "2012 Wabash Landing Parking Garage Preventive Maintenance and Repair Agreement" entered into on November 14, 2012 (the "Agreement"), hereby agree to amend said Agreement by adding the following two (2) Articles:

Insurance.

During construction of the Project, Building Services shall maintain policies of insurance for Workers' Compensation as well as general liability insurance in the amount of \$1,000,000 or more. Each such policy shall: (a) be written by a company reasonably acceptable to RDC; and (b) provide that it shall not be modified or canceled without written notice to RDC at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Building Services shall name City as an additional insured. Building Services shall deliver to RDC certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

Indemnity and Hold Harmless Agreement.

The City shall be indemnified, held harmless, and defended by Building Services for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Building Services including, but not limited to:

- (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Building Services or any party acting by, under, through, or on behalf of Building Services;
- (ii) the negligence or willful misconduct of Building Services or any party acting by, under, through, or on behalf of Building Services; or
- (iii) the breach by Building Services of any term or condition of this Agreement;

Further, Building Services shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Building Services shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

In all other respects, the Agreement between the parties dated November 14, 2012, shall be unchanged and in full force and effect.

IN WITNESS WHEREOF the parties have set their hands on this ____day of _____, 2012.

CONTRACTOR:

**WEST LAFAYETTE
REDEVELOPMENT COMMISSION**

John Vlahogeorge President
Building Services, Inc.

Lawrence T. Oates, President

Linda M. Sorensen, Secretary